



Report to the Auburn City Council

Action Item

2

Agenda Item No.

City Manager's Approval

To: Mayor and City Council Members
From: Bernie Schroeder, Director of Public Works *VS*
Prepared By: Carie Huff, Associate Civil Engineer *OK*
Date: January 24, 2011
Subject: Elder's Station Security Camera Project – Environmental and Award

The Issue

Shall the Auburn City Council find the Elder's Station Security Camera Project categorically exempt from the California Environmental Quality Act and award the project to Maxpower Electronics, Inc.?

Conclusions and Recommendation

Staff recommends that the City Council:

1. By **RESOLUTION**, find the Elder's Station Security Camera Project categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 (c) Existing Facilities.
2. By **RESOLUTION**, authorize the Director of Public Works to execute a construction contract with Maxpower Electronics, Inc. for the Elder's Station Security Camera Project in an amount not to exceed \$14,700.00.

Background

In June of 2008, the City received a Transit Security Grant from the Department of Homeland Security. The grant stipulated placement of a security camera at Elder's Station and the necessary equipment for viewing the video feed at the Auburn Police Department. During the project development process, the City and local businesses determined that there was the need for an additional camera in order to view the clock tower in Downtown Auburn due to frequent vandalism. Both security cameras will be viewed at the Police Department through an internet connection. Power and AT&T service will be required at each camera location. The AT&T service will be billed directly to the City of Auburn for the monthly service fee. The power will be tied into each respective building. It is anticipated that the power required for the security camera will be comparable to a light bulb in terms of usage. Public Works staff has approached the property owners at the State Theater as well as Gold Country Mall to coordinate security camera placement and each property owner has indicated willingness to participate in the project. In addition, the Downtown Business Association has agreed to contribute \$2,000.00 towards the cost/installation of this camera.

In September of 2010, the City of Auburn released a Request for Proposals to six potential bidders. The City received two proposals from Maxpower Electronics, Inc. out of Wheatland. Since the cost of each proposal was outside the budget, City staff negotiated with Maxpower Electronics, Inc. for a more fiscally reasonable solution that would still accomplish the same goal. Maxpower Electronics, Inc. then came back

with a proposal for two security cameras and the necessary equipment at the Police Department in an amount not to exceed \$14,700.00.

Alternatives Available to Council; Implications of Alternatives

1. Accept staff recommendations.
2. Take no action

Fiscal Impact

Maxpower Electronics, Inc. proposal is in an amount not to exceed \$14,700.00. Money is available via the Transit Security Grant in an amount of \$9,041.00 and the Downtown Business Association is contributing \$2,000.00. The remaining \$3,659.00 is being requested from the Auburn Urban Development Authority.

Transit Security Grant = \$9,041.00

Downtown Business Association contribution = \$2,000.00

Auburn Urban Development Authority = \$3,659.00

In addition, there will be a \$50 to \$80 monthly service charge for each location for the DSL service. The monthly service fee for the Elder's Station security camera will come out of the Transit Fund. The City will be responsible for the monthly service cost for the other camera

Attachments: Resolution

MAXPOWER ELECTRONICS, INC.

Security • CCTV • Access Control • Electrical • Home Theatre

P.O. Box 987
Wheatland, CA 95692
(530)633-2373
C-10 Lic. 852308
ACO Lic. 6199
www.maxpowerelectronics.com

December 2, 2010

Proposal #2225

City of Auburn
Lincoln Way
Auburn, CA 95603

Mrs. Huff,

Maxpower Electronics is pleased to present for your review, the security camera system quote you requested. Maxpower Electronics does hereby propose to perform the labor necessary for the completion of:

-Provide and install digital video surveillance system, consisting of IP PTZ cameras located at Elders station and the Gold Rush Mall, for viewing the Clock Tower. These 2 cameras will be connected to DSL service, provided by others, to the internet, and recorded to the server to be installed at the Police headquarters. The server may be connected to the City network, if desired (connection and network programming by others). The cameras can be pulled up individually for live view (ie by police cars).

Exclusions:

-Any equipment not specified.

-Any required electrical work-quote is assuming there is usable 120vac at the Theatre Building, and usable 120vac within 50' on the rooftop of the building proposed for mounting at the Gold Rush Mall area.

-Any required telecommunications charges, including installation, equipment, and monthly service.

Materials:

-2 Axis 215-E PTZ, environmental, Hi-def, low-light cameras

-2 Outdoor 24vac transformers

-Custom built Dell server, 2tb hard drive, dual gigabit NIC cards, Windows 7. Server will have space for up to 5 additional hard drives. Includes recording software and all licensing for up to 16 additional cameras.

-23" LED Monitor

Customer Responsibilities:

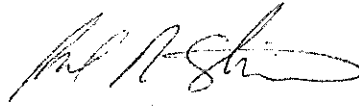
Provide access to work areas. Coordinate with building owners for access and for installation. Provide internet connection at NVR at police headquarters.

All material is guaranteed to be as specified, and the above work will be completed in a workmanlike manner for the sum of \$14,700.00, with payments to be made as follows: no money down, remainder upon completion. Work will start immediately following receipt of a signed proposal, and shall be substantially completed within 2 weeks. Prices are valid for 30 days from date of quote. Any alteration or deviation from above specifications, including additional insurance requirements, will be executed only upon written orders, and will become an extra charge over and above the estimate. Any delays outside of Maxpower Electronics control, including escorts to restricted areas, will also be considered a change to the order. Owner to carry fire, tornado, and other necessary insurance upon above work.

December 2, 2010

Thank you for this opportunity to serve The City of Auburn. Please do not hesitate to call us with questions, at the above number.

Respectfully submitted by:



Paul Strickland

Maxpower Electronics Liability/Disclaimer of Warranties: Maxpower Electronics, Inc. hereinafter referred to as "Maxpower", does not represent or warrant: that the system may not be compromised or circumvented; or that the system or services will prevent any loss by fire, burglary, holdup or otherwise; or that the system or services will in all cases provide the security for which they are intended. Subscriber acknowledges and agrees: That Maxpower has made no representations or warranties, expressed or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose, nor has the subscriber relied on any representations or warranties, expressed or implied. Subscriber further acknowledges and agrees: that any affirmation of fact or promise shall not be deemed to create an expressed warranty, and that there are no warranties which extend beyond the face of the agreement hereof. Subscriber further acknowledges and agrees: that Maxpower is not an insurer; that subscriber assumes all risk of loss or damage to subscribers premises or to the contents thereof; that insurance, if any, shall be obtained by subscriber; that the payments provided herein are based solely on the service as set forth herein, and are unrelated to the value of the subscribers property or the property of others located on subscribers premises. The subscriber understands and agrees that if Maxpower should be found liable for loss or damage due from (1) failure of Maxpower to perform any of the obligations herein, including but not limited to installation, monitoring, or repair service; (2) the failure of the services or equipment in any respect whatsoever; or (3) Maxpowers' negligence, Maxpowers' liability shall be limited to a sum equal to the total of six monthly payments, or TWO HUNDRED FIFTY DOLLARS (\$250.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance, of the obligations imposed by this agreement, or from the negligence of Maxpower, its agents, assigns, or employees. Third Party Indemnification: When subscriber ordinarily has the property of others in his custody, or the system extends to protect other persons or the property of others, subscriber agrees to and shall indemnify, defend and hold harmless Maxpower, and its employees and agents for and against all claims brought by parties other than the parties to this agreement. This provision shall apply to all claims regardless of cause, including Maxpowers' performance or failure to perform and including installation, inspections, tests, repair service, monitoring, or non-operation of the system, whether based upon negligence, contribution, indemnification, warranty or strict or product liability on the part of Maxpower, its employees, or agents, but this provision shall not apply to claims for loss or damage which occur while an employee of Maxpower is on or about subscribers premises, and are solely and directly caused by said employee. Alarm company employees are required to be licensed in certain states, in this state the licensing agency is: Department of Consumer Affairs.

"NOTICE TO OWNER"

(Section 7018-Contractors License Law)

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, material man, or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law you may protect yourself against such claims by filing before commencing such work or improvement, an original contract for the work of improvement or modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment, or materials for the work described in said contract.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Maxpower Electronics is authorized to do the work as specified. Labor and Materials warranted for a period of 90 days from date of completion. Payment will be outlined above.

Date _____

Signature _____

Proposal #2225

Title _____

RESOLUTION NO. 11-

RESOLUTION TO FIND THE ELDER'S STATION SECURITY CAMERA PROJECT
EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND
AUTHORIZE THE AWARD

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

1. That the Elder's Station Security Camera Project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 (c) Existing Facilities.
2. That the City Council of the City of Auburn does hereby authorize the Director of Public Works to execute a construction contract with Maxpower Electronics, Inc. in an amount not to exceed \$14,700.00.

DATED: January 24, 2011

William W. Kirby, M.D., Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular session meeting of the City Council of the City of Auburn held on the 24th day of January 2011 by the following vote on roll call:

Ayes:

Noes:

Absent:

Joseph G. R. Labrie, City Clerk